

CITY COUNCIL

The City of Orange Township, New Jersey

DATE January 2, 2024

NUMBER 14-2024

TITLE: A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO NISHUANE GROUP LLC TO PROVIDE PROFESSIONAL PLANNING CONSULTANT SERVICES TO THE CITY OF ORANGE TOWNSHIP AND ITS LAND USE BOARDS, FOR A PERIOD OF 1 YEAR, BEGINNING JANUARY 1, 2024, AND CONTINUING THROUGH DECEMBER 31, 2024, WITH AN OPTION TO EXTEND THE TERM FOR AN ADDITIONAL YEAR, IN AN AMOUNT NOT TO EXCEED \$250,000.00 PER YEAR.

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, requires a resolution authorizing the award of contracts for professional services and that the contract itself be available for public inspection as set forth herein; and,

WHEREAS, the City of Orange Township ("City"), as well as its Planning Board and Zoning Board of Adjustment (together, "Land Use Boards"), have a need for comprehensive professional planning consultant services to be provided by nationally-certified professional planners or planning consultants licensed by the State of New Jersey, Board of Professional Planners; and,

WHEREAS, the comprehensive professional planning consultant services include all work necessary to complete the requested redevelopment area studies and redevelopment plans, economic development, project management in regards to opportunity zones and other technical assistance, as needed, as well as all planning services for the Land Use Boards and their respective Technical Review Committees; and,

WHEREAS, the City publicly solicited qualification statements from all individuals and/or firms interested in providing the aforementioned professional services pursuant to a Request for Qualifications ("RFQ"); and,

WHEREAS, Nishuane Group LLC, of Montclair, New Jersey, was the sole respondent to the RFQ and has demonstrated its expertise and ability to provide professional planning consultant services to the City and the Land Use Boards, through its submission and prior service to the City in the same capacity; and,

WHEREAS, the Administration recommends awarding a professional services agreement to Nishuane Group LLC to provide comprehensive professional planning consultant services to the City and Land Use Boards for a period of 1 year, with an option to extend the term for an additional year, in an amount not to exceed \$250,000.00 per year; and,

WHEREAS, fees for services rendered to the Land Use Boards in connection with development applications will be paid entirely from escrows funded exclusively by applicant deposits for specific projects; and,

WHEREAS, Nishuane Group LLC certified that it has not made any reportable contributions to a political or candidate committee in the City in the immediately preceding year,

and that it acknowledges it is prohibited from making any such reportable contributions during any period of providing services to the City and/or its Land Use Boards; and,

WHEREAS, the City's Chief Financial Officer has prepared the necessary Certificate of Availability of Funds certifying that, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Nishuane Group LLC for this purpose in the applicable budget account.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY, that Nishuane Group LLC is hereby awarded a professional services agreement to provide comprehensive professional planning consultant services to the City of Orange Township and its land use boards, for a period of 1 year, beginning January 1, 2024, and continuing through December 31, 2024, with the option to extend the term for an additional year, in an amount not to exceed \$250,000.00 per year; and,

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute any and all contract documents necessary to effectuate the foregoing; and,

BE IT FURTHER RESOLVED that notice of this action shall be published as required by law within 10 days of its passage.

Adopted: **January 2, 2024**

Joyce Lanier
City Clerk

Tency Eason
Council President

AGREEMENT FOR PROFESSIONAL PLANNING CONSULTANT SERVICES

THIS AGREEMENT for Professional Planning Consultant Services ("Agreement") is made as of January 1, 2024, by and between:

City of Orange Township,
a New Jersey Municipal Corporation,
with offices at 29 North Day Street, Orange, New Jersey, 07050,
("City"); and,

Nishuane Group LLC,
a New Jersey Limited Liability Company,
with offices at 105 Grove Street, Suite 3-4, Montclair, New Jersey, 07042,
("Planning Consultant", together with the City, "Parties").

RECITALS

WHEREAS, the City requires the services of a professionally-licensed, nationally-certified urban planner to provide professional planning services to the City, generally, as well as to the City's Planning Board, Zoning Board of Adjustment (together, "Land Use Boards") and relevant Technical Review/Advisory Committees, including without limitation: attending and providing professional planning guidance at pre-development and technical review meetings; preparing statutorily-required annual Zoning Board of Adjustment reports; preparing and presenting of blight studies, area investigations and redevelopment plans; performing planning work related to economic development; performing project management; preparation of updated zoning ordinances and zoning maps; attendance at monthly meetings, as needed, to discuss and report on planning related matters; and, other technical assistance, as needed; and,

WHEREAS, the Planning Consultant is a qualified firm of licensed professional planners and related practitioners with demonstrated qualifications to provide the City and its Land Use Boards with professional planning consultant services for a period of 1 year, beginning January 1, 2024, and continuing through December 31, 2024, with the option to extend the term for an additional year (collectively, "Agreement Term"); and,

WHEREAS, the Planning Consultant certified that it has not made any reportable contributions to a political or candidate committee in the City within the previous 12 months, and acknowledged that appointment as the Planning Consultant prohibits it from making any reportable contributions throughout the Agreement Term; and,

WHEREAS, the Planning Consultant agreed to provide comprehensive, on-call professional planning consultant services to the City and the Land Use Boards on matters currently being handled and any additional matters that arise during the Agreement Term, in an amount not to exceed \$250,000.00 per year for services rendered to the City and non-application-related services rendered to the Land Use Boards, with fees for planning consultant services provided to the Land Use Boards in connection with any development application paid entirely by applicants through applicant-funded escrows; and,

WHEREAS, on _____, the City Council voted to adopt Resolution No. ___ appointing the Planning Consultant for the Agreement Term and authorizing the Mayor to execute this Agreement with the Planning Consultant.

NOW, THEREFORE, the Parties hereby agree to the terms and conditions as set forth in further detail herein.

TERMS

1. Recitals. All Recitals set forth above are hereby incorporated herein by reference.

2. Scope of Services. The Planning Consultant agrees to provide comprehensive, on-call professional planning consultant services to the City and the Land Use Boards on matters currently being handled and any additional matters that arise during the Agreement Term.

3. Fees/Rates. The Planning Consultant shall be compensated in accordance with the fees/rates set forth under *Schedule A*, in an amount not to exceed \$250,000.00 per year for services provided to the City and non-application-related services provided to the Land Use Boards, and with all application-related planning consultant services provided to the Land Use Boards paid entirely through applicant escrow funds.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of this date first written above.

For CITY OF ORANGE TOWNSHIP

Witness:

By: _____
Honorable Dwayne D. Warren, Esq.
Mayor

Joyce Lanier, RMC
City Clerk

For NISHUANE GROUP LLC

Approved as to form and legality:

By: _____
Michèle S. Delisfort, PP, AICP
Managing Principal

By: _____
Aaron Mizrahi, Esq.
Deputy City Attorney

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SCHEDULES FOLLOW ON NEXT PAGE]**

SCHEDULE A

2024 FEE SCHEDULE

Founding Principal.....	\$250.00/hour
Principal & Managing Partner	\$200.00/hour
Senior Associate.....	\$175.00/hour
Associate	\$150.00/hour
Junior Associate	\$100.00/hour
Intern.....	\$35.00/hour